UNITED STATES DISTRICT COURT

MODERN HANDLING EQUIPMENT

OF N.J., INC. 75 New Street Edison, NJ 08837,

Plaintiff,

Civil Action No. 0203204

v.

GIANT BATTERY CO. 62-564 Vincent Circle Ivyland, PA 18974,

Defendant

COMPLAINT

- 1. Plaintiff, Modern Handling Equipment of N.J., Inc. ("Modern"), is a corporation organized and existing under the laws of the state of Delaware, with its principal place of business at 75 New Street, Edison, NJ 08837.
- 2. Defendant, Giant Battery Co. ("Giant"), is a corporation organized and existing under the laws of the Commonwealth of Pennsylvania, with its principal place of business at 62-64 Vincent Circle, Ivyland, PA 18974.
- 3. This Court has jurisdiction of this civil action pursuant to 28 U.S.C. §1332(a), in that the matter in controversy exceeds the sum or value of \$75,000, exclusive of interest and costs, and is between citizens of different States.
- At times material hereto, Giant was an authorized distributor of industrial batteries and chargers manufactured by GNB Industrial Battery Co., which, upon information

and belief, now does business as GNB Industrial Power, a division of Exide Technologies, Inc. (collectively "GNB").

- 5. At times material hereto, Modern sold forklifts to General Motors Corporation ("GM") at its facility in Linden, New Jersey, which forklifts were powered by industrial batteries.
- 6. At the special instance and request of GM, Modern undertook to supply GM with GNB batteries and chargers for the forklifts Modern sold to GM.
- 7. For reasons relating to the chain of distribution, Modern placed orders for such GNB batteries and chargers through Hyster Co. ("Hyster"), also an authorized GNB distributor, and GNB shipped those batteries and chargers to Giant or, at Giant's request, directly to GM.
- 8. In furtherance of this distribution arrangement, GNB invoiced Hyster for such batteries and chargers, Hyster invoiced Modern, Modern invoiced Giant and Giant invoiced GM.
- 9. Such distribution arrangement further envisioned that GM would thereafter make payment to Giant for such batteries and chargers, Giant would make payment to Modern, Modern would make payment to Hyster and Hyster would make payment to GNB.
- 10. From April, 2001, through August, 2001, in connection with orders from GM for batteries and chargers, GNB shipped batteries and chargers to Giant for delivery GM, or shipped batteries and chargers directly to GM, for which GNB invoiced Hyster, Hyster invoiced Modern, Modern invoiced Giant and Giant invoiced GM.
- 11. The invoices from Modern to Giant for such batteries and chargers, in the amount of \$280,806.79, are attached hereto as Exhibit "A". The reverse side of a representative

Modern invoice, which contains the terms and conditions upon which Modern transacts business, is attached hereto as Exhibit "B".

- 12. Modern paid Hyster for such batteries and chargers.
- 13. On information and belief, GM paid Giant for such batteries and chargers.
- 14. Giant paid Modern \$22,000 for batteries and chargers under Modern invoice 333-24983 and \$15,045 under Modern invoice 330-07402, leaving currently due and owing by Giant to Modern for such batteries and chargers the sum of \$243,761.79.
- 15. On or about May 3, 2001, Modern supplied Giant with a driver and coil for which it invoiced Giant in the amount of \$96.00, which amount remains unpaid. A copy of that invoice is attached hereto as Exhibit "C".
- 16. On or about August 24, 2001, Modern supplied Giant with parts for which it invoiced Giant in the amount of \$435.66, which amount remains unpaid. A copy of that invoice is attached hereto as Exhibit "D".
- 17. From approximately May, 2000 to August, 2001, Modern ordered GNB batteries from Giant for Modern customers other than GM, which batteries were to be shipped by GNB to Giant and thereafter by Giant to Modern or to Modern's customers.
- 18. As is more fully set forth on Exhibit "E" attached hereto, Giant invoiced Modern the sum of \$43,543.93 for those batteries, which invoices Modern paid.
- 19. Upon information and belief, GNB shipped those batteries to Giant but Giant never delivered them to Modern.
- 20. Modern has demanded that Giant deliver those batteries to Modern, which Giant has failed and refused to do. In the alternative, Giant is obligated to return to Modern the

- 3 - Doc. #573467v.1

sum of \$43,543.93 that Modern paid for those batteries, which Giant has likewise failed and refused to do.

COUNT ONE

- 21. Modern incorporates by reference paragraphs 1 through 20 hereof as if set forth in full.
- 22. Giant's failure to pay Modern the amounts due and owing Modern constitutes a breach of contract for which Giant is liable to Modern.

WHEREFORE, Plaintiff, Modern Handling Equipment of N.J., Inc., respectfully prays this Court to enter judgment in its favor and against Defendant, Giant Battery Co., in the amount of \$287,837.38, together with interest and costs.

COUNT TWO

- 23. Modern incorporates by reference paragraphs 1 through 22 hereof as if set forth in full.
- 24. Giant's failure to pay Modern the amounts due and owing Modern constitutes unjust enrichment for which Giant is liable to Modern.

WHEREFORE, Plaintiff, Modern Handling Equipment of N.J., Inc., respectfully prays this Court to enter judgment in its favor and against Defendant, Giant Battery Co., in the amount of \$287,837.38, together with interest and costs.

COUNT THREE

25. Modern incorporates by reference paragraphs 1 through 24 hereof as if set forth in full.

26. Giant's failure to deliver to Modern the batteries that, upon information and belief, GNB shipped to Giant but Giant never delivered to Modern constitutes conversion for which Giant is liable to Modern.

WHEREFORE, Plaintiff, Modern Handling Equipment of N.J., Inc., respectfully prays this Court to enter judgment in its favor and against Defendant, Giant Battery Co., in the amount of \$43,543.93, together with interest and costs.

Lee A. Rosengard (Attorney I.D. # 23458)

STRADLEY, RONON, STEVENS & YOUNG, LLP

2600 One Commerce Square Philadelphia, PA 19103-7098

(215) 564-8032

Attorneys for Plaintiff,

Modern Handling Equipment of N.J., Inc.

EXHIBIT A

Filed 05/24/2002

Page 7 of 23

MODERN HANDLING EQUIP. NJ 75 NEW STREET 08837 NJ EDISON (732) 738-9200



INVOICE NO.

333-24983

PAGE

SOLD TO:

GIANT BATTERY

62-64 VINCENT CIRCLE

IVYLAND

PA 18974

SHIP TO:

GENERAL HOTORS

LINDEN

NJ

MAIL PAYMENTS TO: P D BOX 8500 (S1715) PHILADELPHIA, PA. 19178

WHOLEGOOD ORDER#

39212

PLEASE LIST INVOICE NUMBER ON CHECK

SHIP VIA EMP # SLSI DRDERED BY CUSTOMER # CUSTOMER ORDER # DATE STEVE SMITH 33510 CTEVE CHITTH 17070

	4/	27/01	928	39	STEVE SMITH	SIEVE SHITH		33314
_		OTY DERED	B/0	OTY SHIPPEI) MODEL®	MFG	DESCRIPTION	UNIT PRICE AMOUNT
		1		- 1	M890180021C8759	SNB SERI	BATTERY (ALW: KAD0109	
		1		1	M890180021C8759	GNB SERI	BATTERY (ALW: KBD0111	\mathcal{D}_{l}
	*	1		1	MB901810019B75958		BATTERY IAL®: KGC0127	4
		1		1	M8901810019875958		BATTERY [ALW: KBC0165	
		1		1	M890180021CB759	GNB SER	BATTERY [AL*: KAD0123	
		1		1	M890180021CB759	GNB SER	BATTERY IAL#: KADO154	
		1		1	M8901B0021CB759	GNB SER	BATTERY IAL#: KAD0152	

*** CONTINUED ***

C. BY

INIMUM BILLING: \$15.00

ERMS: Net due on receipt of invoice - No discount allowed.

service charge of 1% per month (12% per annum) will be charged on past due accounts.

o returns accepted without prior approval. A handling/restocking charge will be deducted from all returns.

I discrepancies must be reported within 5 days of receipt of shipment.

oplicable Sales, Use or Excise Taxes are payable by purchaser in addition to the prices stated herein.

IPNVF 11/20/96 P4

PROBREGUES BUT HEREE ING EDUIP. NJ 08837 (732).738-9200



INVOICE NO.

333-24983

PAGE

SOLD TO:

GIANT BATTERY

62-64 VINCENT CIRCLE

IVYLAND

PA 18974

SHIP TO:

GENERAL MOTORS

LINDEN

NJ

MAIL PAYMENTS TO: P O BOX B500 (S1715) PHILADELPHIA, PA. 19178

WHOLEGOOD ORDER#

39212

DATE CUSTOMER # PLEASE LIST INVOICE NUMBER ON CHECK CUSTOMER CHOICE #

ORDERED BY

SHIP VIA

EMP #

PRICE

33510

AMOUNT

SES#

63839 4/27/01

STEVE SMITH

STEVE SMITH

UNIT

ORDERED	B/0	SHIPPED	MODEL#	MFB		DESCRIPTION
1		1	M890180021C8759	GNB	SERIAL®:	BATTERY KAD0150
1		1	M89018090198759	GNB	SERIAL®:	BATTERY KSC0155
1		1	M89018090198759	GNB	SERIAL®:	BATTERY . KBC0199
1		1	M8901809019B759	6NB	SERIAL®:	BATTERY KBC0140
1		1	M8901B09019B759	GNB	SERIAL#:	BATTERY KBC0135
1		1	M89018090198759	BNB	SERIÀL*:	BATTERY KGC0130

SUB-TOTAL

72862.90

TOTAL AMT

72862.90

VIMUM BILLING: \$15.00

RMS: Net due on receipt of invoice - No discount allowed.

ervice charge of 1% per month (12% per annum) will be charged on past due accounts.

returns accepted without prior approval. A handling/restocking charge will be deducted from all returns.

discrepancies must be reported within 5 days of receipt of shipment.

plicable Sales, Use or Excise Taxes are payable by purchaser in addition to the prices stated herein.

CHARGE

IF INVOICE IS PAID AFTE 5/27/01

PLEASE PAY THIS AMOUNT 73591.53

HANDLING EQUIP. NJ STREET 08837 738-9200

Over 50 Years of Service

INVOICE NO. 333-25029

PAGE

SOLD TO:

BIANT BATTERY

62-64 VINCENT CIRCLE

IVYLAND

PA 18974

SHIP TO:

GENERAL MOTORS

RT 1 LINDEN

NJ

IL PAYMENTS TO: P O BOX 8500 (S1715) PHILADELPHIA, PA. 19178

WHOLEBOOD ORDER®

39241

16 11	1112413		ASE LIST INVOICE N			middleson area.		
	CUSTOME		CUSTOMER ORDER #	ORDERED BY	SHIP VS	A PU	EMP#	51.5 #
1/01	628	39	SIGNED DRDER	STEVE SMITH			3351	0 300
TY ERED	B/0	GTY SHIPPED	HODEL®	MF6	DESCRIPTION	UN PRI		MOUNT
1		1	M89018090198759	GNB SER	BATTERY RIAL®: KDD0330			
1		1	MB901809019B759	GNB SER	BATTERY			

CONTINUED

1	1 MB9018090198759	SERIAL®: KDD0329
1	1 M89019090198759	SERIAL#: KDD0308
1	1 M89018090198759	SERIAL#: KDD0303
1	1 M89018090198759	GNB BATTERY SERIAL®: KDD0299
1	1 M89018090198759	GNB BATTERY SERIAL®: KDD0297
1	1 M89018090198759	GNB BATTERY SERIAL®: KSS0295
1	1 M89018090198759	SNB BATTERY SERIAL®: KDD0291

BILLING: \$15.00

let due on receipt of invoice - No discount allowed.

charge of 1% per month (12% per annum) will be charged on past due accounts. accepted without prior approval. A handling/restocking charge will be deducted from all returns.

ancies must be reported within 5 days of receipt of shipment. : Sales, Use or Excise Taxes are payable by purchaser in addition to the prices stated herein.





INVOICE NO.

333-25029

PAGE

SOLD TO:

GIANT BATTERY

62-64 VINCENT CIRCLE

IVYLAND

PA 18974

SHIP TO:

GENERAL MOTORS

RT 1

LINDEN

MAIL PAYMENTS TO: P 0 BOX 8500 (S1715) PHILADELPHIA, PA. 19178

WHOLESOOD ORDER®

39241

PLEASE LIST INVOICE NUMBER ON CHECK

SHIP VIA

DIP #

DATE	CUSTOMER #		CUSTOMER ORDER	ORDERE	SD BY	SHIP VIA	PU	EMP# SL
5/11/01	63839		SIBNED ORDER	STEVE SMI	TH			33510
OTY ORDERED	B/0 :	OTY SHIPPED	MODEL#	MFG		DESCRIPTION	UNI PRIC	
1		1	MB901809019B759	GNB	SERIAL®:	BATTERY KDD0321		
1		1	MB9018090198759	GNB	SERIAL*:	BATTERY KDD0328		
1		1	M89018090198759	GNB	SERIAL#1	BATTERY KDD0319	tt	
1		1	M89018090198759	BNB	SERIAL®1	BATTERY KDD0324		
1		1	M89018090198759	ENB	SERIAL®1	BATTERY KDD0313		
1		1	M89018090198759	GNB	SERIAL®:	BATTERY KDD0333		
1		1	M89018090198759	GNB	SERIAL#1	BATTERY KDD0317		
					### CONTI	NUED III		

C BY

INIMUM BILLING: \$15.00

ERMS: Net due on receipt of invoice - No discount allowed.

service charge of 1% per month (12% per annum) will be charged on past due accounts.

o returns accepted without prior approval. A handling/restocking charge will be deducted from all returns. Il discrepancies must be reported within 5 days of receipt of shipment.

pplicable Sales, Use or Excise Taxes are payable by purchaser in addition to the prices stated herein.

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Filed 05/24/2002

Page 11 of 23

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ACCESS 12 (400) 15 (400) 15 (400) HANGE ING EQUIP. NJ IEW STREET

NJ 08837

ION !) 738-9200



. INVOICE NO.

333-25029

PAGE

3

SOLD TO:

SIANT BATTERY

62-64 VINCENT CIRCLE

IVYLAND

PA 18974

SHIP TO:

GENERAL MOTORS

RT 1

LINDEN

NJ

MAIL PAYMENTS TO: P O BOX 8500 (S1715) PHILADELPHIA, PA. 19178

PLEASE LIST INVOICE NUMBER ON CHECK

WHOLEGOOD DRDER®

39241

CUSTOMER #

CUSTOMER ORDER #

ORDERED BY

SHIP VIA

EMP #

54.50

1/11/01

63839

B/0

SIGNED ORDER

STEVE SMITH

33510

300

QTY PRDERED DTY

SHIPPED MODEL®

MFG

DESCRIPTION

UNIT PRICE

AMOUNT

BILLED FOR 15 BATTERIES THAT WENT TO GENERAL MOTORS

IF YOU HAVE ANY QUESTIONS ON THIS INVOICE PLEASE CALL KAREN BEESE @ 732-738-9200 EXT 1120.

******* THANK YOU FOR YOUR BUSINESS ***********

SUB-TOTAL

78220.50

NEW JERSEY

6.000% STATE TAX

TOTAL AMT

4693.23 82913.73

JM BILLING: \$15.00

3: Net due on receipt of invoice - No discount allowed.

se charge of 1% per month (12% per annum) will be charged on past due accounts. ms accepted without prior approval. A handling/restocking charge will be deducted from all returns.

repancies must be reported within 5 days of receipt of shipment.

ble Sales. Use or Excise Taxes are payable by purchaser in addition to the prices stated herein.

11/20/96 P4

#CHARGE#

IF INVOICE IS PAID AFTER 6/10/01

PLEASE PAY THIS AMOUNT 83742.87

M HANDLING EQUIP. NJ IN STREET IN 08887 738-9200



INVOICE NO.

330-07402

PAGE

SOLD TO:

GIANT BATTERY

62-64 VINCENT CIRCLE

IVYLAND

PA 18974

SHIP TO:

GIART BATTERY

62-64 VINCERT CIRCLE

IVYLAND

PA 18974

MAIL PAYMENTS TO:

P O BOX 8500 (SI715) PHILADELPHIA, PA. 19178

CT REPA 43478

PLEASE LIST INVOICE NUMBER ON CHECK SHIP VIA DATE CUSTOMER # CUSTOMER ORDER # ORDERED BY PÜ EMP # 8184 /29/01 63839 LESC1947/22 ON RENTA STEVE SHITH DIRECT 36310 300 TTP TTP UNIT THUOURA KBERED B/0 SHIPPED PARTS HFC DESCRIPTION PRICE

te RE-PRINT to

10 7 PR376188-002

GM HATTERY

6633.60 46435.20

10

7 28376188-001

BATTERY REWIAL

GH BATTERY

7278.20 50954.40

GH BATTERIES

GLANT BATTERY BILLED ON FOR THESE ON CHS55768.

SUB-TOTAL

97389,60

COMPANY NOT REGISTERED TO COLLECT PA SALES TAX. REMIT SALE TAX DIRECTLY TO THE APPROPRIATE PA STATE TAX DEPARTMENT

THA JATOT

97388.60

BY

IIMUM BILLING: \$15.00

RMS: Net due on receipt of invoice - No discount allowed.

ervice charge of 1% per month (12% per annum) will be charged on past due accounts.

returns accepted without prior approval. A handling/restocking charge will be deducted from all returns.
discrepancies must be reported within 5 days of receipt of shipment.

olicable Sales, Use or Excise Taxes are payable by purchaser in addition to the prices stated herein.

: CKARGE

IP INVOICE IS PAID AFIER 6/28/01

PLEASE PAY THIS AHOUNT 98363.50

Filed 05/24/2002

Page 13 of 23

(732) 738-9200



333-25189

PAGE

SOLD TO:

GIANT BATTERY

62-64 VINCENT CIRCLE ATTN: STEVE SMITH

IVYLAND

PA 13974

SHIP TO:

FOR I GENERAL MOTORS

90 LNS64354

LINDEN

NJ

MAIL PAYMENTS TO: P O BOX 8500 (S1715) PHILADELPHIA, PA. 19178

PLEASE LIST INVOICE NUMBER ON CHECK

WHOLEBOOD ORDER#

39380

6719/01 CUST	83834	- (PATRAST 8772761	STEVENSHITHY		SHIP WA	PU	33510 SLS "
OTY	-CV (6)	QTY		0.00			UNI	
ORDERED B	1/0 E	HIPPED	H00EL#	MFG	DESCRIPT	TION	PRIC	E AMOUNT
1		1	SCR100-24-750T1Z	GNB		48 VOLTS		
				SEA	JAL#: OID1114S			
1		1	SCR100-24-750T1Z	GNB SEX	CHARGER IAL®: 01D1113S	48 VOLTS		
1	1	1	SCR100-24-750T1Z	GNB	CHARGER	48 VOLTS		
,			SCR100-24-750T1Z	GNB		48 VOLTS		
1			204100-54-120115	10000	IAL®: 01D1111S	10 10010		
1		1	SCR100-24-750T1Z	GNB		48 VOLTS		
				SE	IAL#: 01D1110S			
1		1	SCR100-24-750T1Z	GNB SEI	CHARGER IAL®: 01D1109S	48 VOLTS		
1		1	9DR100-24-75071Z	GNB SE	CHARGER	48 VOLTS		

2. BY

NIMUM BILLING: \$15.00

RMS: Net due on receipt of invoice - No discount allowed.

service charge of 1% per month (12% per annum) will be charged on past due accounts.

returns accepted without prior approval. A handling/restocking charge will be deducted from all returns. discrepancies must be reported within 5 days of receipt of shipment.

plicable Sales, Use or Excise Taxes are payable by purchaser in addition to the prices stated herein.

PINV-F 11/20/96 P4

Filed 05/24/2002

Page 14 of 23

MODERN HANDLING EQUIP, NJ 75 MEN STREET ED190N



INVOICE NO.

333-25189

PAGE

SLS

AMOUNT

30

SOLD TO:

(732) 738-9200

GIANT BATTERY

62-64 VINCENT CIRCLE ATTN: STEVE SNITH

IVYLAND

18974

SHIP TO:

FOR: GENERAL MOTORS

90 LNS64354

LINDEN

NJ

MAIL PAYMENTS TO: P O BOX 8500 (81715) PHILADELPHIA, PA. 19178

WHOLEBOOD ORDER#

39380

CUSTOMER #

PLEASE LIST INVOICE NUMBER ON CHECK CUSTOMER ORDER #

GROERED BY

SHIP VIA

EMP #

UNIT

PRICE

6/19/01 63839 VIA FAX 6/12/01

STEVE SMITH

33510

QTY GTY DESCRIPTION ORDERED B/0 SHIPPED MODEL# MFB 1 SDR100-24-750T1Z **BNB** CHARSER 48 VOLTS SERIAL®: 0180335S 1 8CR100-24-750T1Z GNB CHARGER 48 VOLTS SERIAL®: 0191102S CHARBER 48 VOLTS 1 SCR100-24-750T1Z BNB SERIAL#: 01811038 1 SCR100-24-750T1Z **GNB** CHARGER 48 VOLTS SERIAL#: 01811018 CHARGER 48 VOLTS 1 SCR100-24-750T1Z GNB SERIAL®: 01C13038 IF YOU HAVE ANY DUESTIONS ON THIS INVOICE PLEASE CALL KAREN BEESE # 732-738-9200 EXT 1120.

FOR CHARGERS THAT WERE SENT TO SENERAL MOTORS ON 6/6/01 PO #LNS64354

WE APPRECIATE YOUR PROMPT PAYMENT

SUB-TOTAL

26076.00

NEW JERSEY

6.000% STATE TAX

TOTAL AMT

1564.56 27640.56

#CHARGE#

SC. BY

1INIMUM BILLING: \$15.00

ERMS: Net due on receipt of invoice - No discount allowed.

service charge of 1% per month (12% per annum) will be charged on past due accounts.

lo returns accepted without prior approval. A handling/restocking charge will be deducted from all returns. Il discrepancies must be reported within 5 days of receipt of shipment.

pplicable Sales, Use or Excise Taxes are payable by purchaser in addition to the prices stated herein.

RPINV-F 11/20/96 P4

IF INVOICE IS PAID AFTE 7/19/01

PLEASE PAY THIS AMOUNT 27916.97

EXHIBIT B

GENERAL TERMS AND CONDITIONS

Document 1

The following terms apply unless specifically modified in writing signed by Modern or unless otherwise stated on the front side hereof.

DEFINITIONS: "Modern" means the company whose name is printed in the upper left hand corner of the front of this form. "Equipment" means the goods and services described on the front of this form under "DESCRIPTION". "Buyer" means the Buyer of the Equipment, if this form is used as a "Sales Order." "Vendor" means the vendor to Modern of the Equipment, if this form is used as a Purchase Order or Change Order, "Subcontractor" means subcontractor installing the Equipment, if this form is used as an Installation Contract.

TAXES: Under Sales Orders, Buyer is responsible for payment of any excise, privilege, sales, or similar taxes, whether federal, state, or local, on the sale by Modern of the Equipment to Buyer, whether or not such taxes are included in the price stated on the front side hereof.

PAYMENT: Payment on Sales Orders shall be made as stated on the front of this form without any relention, offsets, back charges or other withholding. Deposits will not be refunded unless specified otherwise.

SHIPMENT: On Sales Orders, Equipment will be shipped F.O.B. point of origin, with freight collect or prepaid, as stated on the front of this form. Delivery to the carrier shall constitute delivery to Buyer for all purposes. For Purchase Orders (including Change Orders) freight terms will be as stated on the front side of this form.

WARRANTY: On Sales Orders for new Equipment, the only warranty to Buyer is that of the manufacturer. Modern offers no additional warranty. For used Equipment or for modifications made

by Modern to Equipment, and any warranty will be only as stated on the front of this form. Modern makes no other warranties, express or implied, with respect to any Equipment purchased or serviced hereunder and Buyer hereby acknowledges that there has been no reliance on any statements or representations, except as specifically set forth on the front hereof.

FORCE MAJEURE: Modern is not liable for any delay or failure to deliver the Equipment due to causes beyond Modern's control, including, but not limited to, acts of God, fires, strikes, lockouts, floods, government laws, regulations, embargoes, shortages of material, components, or labor disputes, change of design, or discontinuances of manufacture. Any delivery dates stated on the front side of this form shall be extended by the time resulting from any such delay.

AGENCY: Buyer, if this is a Sales Order, acknowledges that Modern is a distributor, and is not the manufacturer of the Equipment or its agent.

CONSEQUENTIAL DAMAGES: Modern shall not be responsible for any incidental or consequential damages caused by Equipment purchased hereunder malfunctioning or by any delays or failures to make delivery as set forth on the front side of this form or to provide Buyer with a replacement for any such Equipment.

RESPONSIBILITY FOR INJURIES AND INDEMNIFICATIONS: Any Buyer, Vendor, or Subcontractor hereunder shall indemnify and hold harmless Modern from all losses, costs, and expenses, including attorneys' fees, arising from any claims of personal injury, death, or property damage in connection with any Equipment sold hereunder, caused by any act or omission of any such Buyer, Vendor, or Subcontractor, or any of its agents, and/or employees.



MODERN HANDLING EQUIPMENT CO. SEELY EQUIPMENT AND SUPPLY CO. MODERN HANDLING EQUIPMENT OF NJ MODERN EQUIPMENT SALES & RENTALS

IN PENNSYLVANIA:

ALLENTOWN, PA (1) (4) 6352 Chapman Rd., P.O. Box 3230 (800) 222-3321

BRISTOL, PA (1) 2501 Durham Road (800) 223-3827

BRISTOL, PA (4) 5790 Rt. 13 (800) 808-0504

HARRISBURG, PA (1) 932 S. 13th Street (800) 637-3021

HAVERTOWN, PA (4) 120 W. Eagle Road (800) 808-0503

LANCASTER, PA (1) (4) 1207 Manheim Pike (800) 289-9362

LANSDOWNE, PA (4) 53 N. Union Avenue (800) 808-0507

READING, PA (1) 2021 Centre Avenue (800) 666-5666

WEST CHESTER (4) 868 Lincoln Avenue (800) 466-3152

W. CONSHOHOCKEN, PA (4) 1165 Matsonford Road (800) 445-4381

WILKES-BARRE, PA (1) 295 New Commerce Blvd. (800) 698-7090

WILLIAMSPORT, PA (1) 2605 Reach Road (800) 820-2851

UWCHLAND, PA (1) E. Township Line Rd. & Senn Dr. (800) 790-9007

YORK, PA (1) 3480 Board Road (800) 233-9417

IN DELAWARE:

NEW CASTLE, DE (1) 66A Southgate Blvd. (800) 452-7800

WILMINGTON, DE (4) 24 Brookside Drive (800) 227-2525

IN MARYLAND:

BALTIMORE, MD (4) 7667 Pulaski Highway (800) 841-3130

IN NEW JERSEY:

EDISON, NJ (3) 75 New Street (800) 846-5840

EDISON, NJ (4) 184 Whitman Ave. (800) 738-2977

MERCERVILLE, NJ (4) 2035 Nottingham Way (800) 808-0603

HASBROUCK HGTS, NJ (3) (4) 112-128 Rt. 17 (800) 233-0197

HIGHTSTOWN, NJ (4) 909 Rt. 130 North (800) 808-0601

NORTHFIELD, NJ (4) 2101 New Road (800) 808-0602

WALL, NJ (2) (4) 1325 Highway 34 (800) 866-0156

EXHIBIT C





INVOICE NO.

330-06136

PAGE

SOLD TO:

GIANT SATTERY

82-64 VINCENT CIRCLE

IVYLAND

PA 18974

SHIP TO:

GIANT BATTERY

82-84 VINCENT CIRCLE

IVTLAND

PA 18974

MAIL PAYMENTS TO: P O BOX 8500 (S1715) PHILADELPHIA, PA. 19178

PLEASE LIST INVOICE NUMBER ON CHECK

CT REF# 45320

5/03/0T	638	STOMER #	VERBAL CUSTOM	STEVE SHITE	U.P.S	SHIP WA	PU	39996°	30A2.
ORDERED	3/0	SHIPPE	D PARTS	HPG	DESCRIPT	ION	- PRICE	AHOUN	t
1			1 271897	REPL 840382	DRIVER		38.02	38.02	2
1			1 371537	##1F 04000Z	COIL		47.85	47.85	5

	SUB-TOTAL	85.87	
	INCOMING FRT	10.13	
COMPANY NOT REGISTERED TO COLLECT PA SALES TAX. REMIT SALE TAX DIRECTLY TO THE APPROPRIATE PA STATE TAX DEPARTMENT			
	TOTAL ANT	95.00	

REC. BY

MINIMUM BILLING: \$15.00

TERMS: Net due on receipt of invoice - No discount allowed.

A service charge of 1% per month (12% per annum) will be charged on past due accounts.

No returns accepted without prior approval. A handling/restocking charge will be deducted from all returns. LEASE PAY THIS AMOUNT

All discrepancies must be reported within 5 days of receipt of shipment.

Applicable Sales, Use or Excise Taxes are payable by purchaser in addition to the prices stated herein.

96.95

: CHARGE

F INVOICE IS PAID AFTER

6/02/01

GRPINV-F 11/20/96 P4

EXHIBIT D

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EXHIBIT E

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Case 2:02-cv-03204-MMB	Document 1		Filed	Filed 05/24/2002			Page 22 of 23					
	558210	565753	219361	239246	147111	142305	158689	162098	138367	138366	89430	# ANI
	8/28/01	9/7/01	11/8/00	12/22/00	8/3/00	7/27/00	8/21/00	8/25/00	7/21/00	7/21/00	5/9/00	DATE
40	HYSTER	HYSTER	HYSTER	HYSTER	HYSTER	HYSTER	HYSTER	HYSTER	HYSTER	HYSTER	HYSTER	VENDOR
43,543.93	1,930.00	2,981.00	6,857.00	5,746.50	1,854.25	1,590.00	2,893.73	8,681.19	4,570.25	4,570.25	1,869.76	AMOUNT
	39512	39513	38650-MICRO	38649-MICRO	33195-DISPLAY	33195-DISPLAY	38049-PFIZER	38049-PFIZER	MCMASTER-D	MCMASTER-C	030700DT	PO#
TOTAL DOLLARS IN QUESTION/DISPUTE WITH SALES DEPT.	NJ TRANSIT	LOREAL	MICRO BIO-MEDICS	MICROBIO MEDICS	2	2	STERITEK?	PFIZER	MCMASTER CARR	MCMASTER CARR	MARCOR	CUSTOMER
WITH SALES DEPT.	DUPLICATE INVOICE	DUPLICATE INVOICE	AS PER STEVE (5/10) BATTERIES WERE SENT BACK. MODERN WILL RECEIVE FULL CREDIT.	STEVE SMITH WILL PAY AS PER MEETING 5/10/01. NO PAYMENT RECEIVED YET	PRODUCT RETURNED, WAITING FOR CREDIT	PRODUCT RETURNED, WAITING FOR CREDIT	WRONG PO #- CANNOT IDENTIFY WHAT BILL IS FOR, STEVE S TO INVESTIGATE	WRONG PO #- CANNOT IDENTIFY WHAT BILL IS FOR, STEVE S TO INVESTIGATE	INV. IN ERROR. MCMASTER NEVER ORDERED BATTERY, WAITING FOR CREDIT	INV. IN ERROR, MCMASTER NEVER ORDERED BATTERY, WAITING FOR CREDIT	STEVE SMITH TO PROVIDE PROOF OF DELIVERY	PHOBERS